Company Tracking Number: AXIS-AH-BAPROOC-AR-11-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket Accident Policy Riders - Out of Country Benefit Rider

Project Name/Number: AXIS-AH-BAPROOC-AR-11-01-F/AXIS-AH-BAPROOC-AR-11-01-F

Filing at a Glance

Company: AXIS Insurance Company

Product Name: Blanket Accident Policy Riders - SERFF Tr Num: PERR-127128250 State: Arkansas

Out of Country Benefit Rider

TOI: H04 Health - Blanket Accident/Sickness SERFF Status: Closed-Approved- State Tr Num: 48664

Closed

Sub-TOI: H04.000 Health - Blanket Co Tr Num: AXIS-AH-BAPROOC- State Status: Approved-Closed

Accident/Sickness AR-11-01-F

Filing Type: Form Reviewer(s): Rosalind Minor

Authors: Lana Begunova, Sandra

Sedano, Addy Anggelico

Date Submitted: 05/03/2011 Disposition Status: Approved-

Closed

Disposition Date: 05/05/2011

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: AXIS-AH-BAPROOC-AR-11-01-F Status of Filing in Domicile: Pending

Project Number: AXIS-AH-BAPROOC-AR-11-01-F Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Submitted

concurrently.

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Blanket Overall Rate Impact:

Filing Status Changed: 05/05/2011

State Status Changed: 05/05/2011 Deemer Date:

Created By: Lana Begunova Submitted By: Addy Anggelico

Corresponding Filing Tracking Number:

PPACA: Not PPACA-Related

PPACA Notes: null Filing Description:

On behalf of AXIS Insurance Company ("AXIS" or "Company"), we are filing to amend the captioned Blanket Accident

riders for your review and approval:

Company Tracking Number: AXIS-AH-BAPROOC-AR-11-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket Accident Policy Riders - Out of Country Benefit Rider

Project Name/Number: AXIS-AH-BAPROOC-AR-11-01-F/AXIS-AH-BAPROOC-AR-11-01-F

1. Out of Country Medical Expense Benefit Rider - BACC-008-0909

2. Accident Medical Benefit Definition Rider - BACC-012-0909

The Riders will be attached to and become part of the underlying Blanket Accident Policy. Your Department recently approved the following Blanket Accident Policy filing:

Policy Form Number: BACC-001-0909-AR

Company Filing Number: AXIS-AH-BA-AR-09-01-F

Department Filing number: 43831

Approval Date: 11/04/2009

The Out of Country Medical Expense Benefit Rider will provide coverage for Covered Medical Services when an Insured Person is traveling outside of the United States. The Accident Medical Benefit Definition Rider provides definitions for terms which are used in the Accident Medical Benefit of the underlying Blanket Accident Policy. These terms should have been defined and included in the original policy. We are adding these definitions now by rider for clarification purposes.

The subject forms have been revised to replace the originally approved versions under Department Filing number 47334. Please note none of the forms has been written in your jurisdiction yet.

A Statement of Variable Language is included to provide you with an explanation of how these forms may vary to accommodate different policyholders, plan designs, or specific clients/cases.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company contact. The Company's response will be submitted to your attention as soon as we receive it.

Company and Contact

Filing Contact Information

Lana Begunova, State Filings Analyst doi@perrknight.com

881 Alma Real Dr., Suite 205 888-201-5123 [Phone] 151 [Ext]

Pacific Palisades, CA 90272 310-230-8529 [FAX]

Filing Company Information

(This filing was made by a third party - perrandknightactuaryconsultants)

AXIS Insurance Company CoCode: 37273 State of Domicile: Illinois

11680 Great Oaks Way Group Code: 3416 Company Type:

Company Tracking Number: AXIS-AH-BAPROOC-AR-11-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket Accident Policy Riders - Out of Country Benefit Rider

Project Name/Number: AXIS-AH-BAPROOC-AR-11-01-F/AXIS-AH-BAPROOC-AR-11-01-F

Ste. 500 Group Name: AXIS Specialty State ID Number:

Limited

Alpharetta, GA 30022 FEIN Number: 39-1338397

(678) 746-9423 ext. [Phone]

Filing Fees

Fee Required? Yes

Fee Amount: \$100.00

Retaliatory? No

Fee Explanation: $$50 \times 2 \text{ forms} = 100

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

AXIS Insurance Company \$100.00 05/03/2011 47224491

Company Tracking Number: AXIS-AH-BAPROOC-AR-11-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket Accident Policy Riders - Out of Country Benefit Rider

Project Name/Number: AXIS-AH-BAPROOC-AR-11-01-F/AXIS-AH-BAPROOC-AR-11-01-F

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	05/05/2011	05/05/2011

Company Tracking Number: AXIS-AH-BAPROOC-AR-11-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket Accident Policy Riders - Out of Country Benefit Rider

Project Name/Number: AXIS-AH-BAPROOC-AR-11-01-F/AXIS-AH-BAPROOC-AR-11-01-F

Disposition

Disposition Date: 05/05/2011

Implementation Date: Status: Approved-Closed HHS Status: HHS Approved

State Review: Reviewed-No Actuary

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 PERR-127128250
 State:
 Arkansas

 Filing Company:
 AXIS Insurance Company
 State Tracking Number:
 48664

Company Tracking Number: AXIS-AH-BAPROOC-AR-11-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket Accident Policy Riders - Out of Country Benefit Rider

Project Name/Number: AXIS-AH-BAPROOC-AR-11-01-F/AXIS-AH-BAPROOC-AR-11-01-F

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Supporting Document	Statement of Variability, Letter of	Approved-Closed	Yes
	Authority		
Form	OUT OF COUNTRY MEDICAL	Approved-Closed	Yes
	EXPENSE BENEFIT RIDER		
Form	ACCIDENT MEDICAL BENEFIT	Approved-Closed	Yes
	DEFINITION RIDER		

Company Tracking Number: AXIS-AH-BAPROOC-AR-11-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket Accident Policy Riders - Out of Country Benefit Rider

Project Name/Number: AXIS-AH-BAPROOC-AR-11-01-F/AXIS-AH-BAPROOC-AR-11-01-F

Form Schedule

Lead Form Number: BACC-001-0909-AR

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	0909	- Policy/Cont OUT OF COUNTRY ract/Fratern MEDICAL EXPENS al BENEFIT RIDER Certificate: Amendmen t, Insert Page, Endorseme nt or Rider		Replaced Form #: BACC-008-0909 Previous Filing #: 47334	57.000	BACC-008- 0909 OOC Med Rider FINAL.pdf
Approved- Closed 05/05/2011	0909	- Policy/Cont ACCIDENT ract/Fratern MEDICAL BENEFIT al DEFINITION RIDER Certificate: Amendmen t, Insert Page, Endorseme nt or Rider		Replaced Form #: BACC-012-0909 Previous Filing #: 47334	62.000	BACC-012- 0909 Definition Rider 2.pdf

[LOGO]1

Underwritten by: AXIS INSURANCE COMPANY [303 West Madison, Suite 500 Chicago, Illinois 60606]2 (A Stock Company)

Administrative Office:

[1 University Square Drive, Suite 200

Princeton, NJ 0854012

Policyholder: [ABC Incorporated]
Policy Number: [XXXXXX]

Effective Date [of this Rider]: [January 1, 2010] [Insured: _____[John R. Smith]]3

OUT OF COUNTRY BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Effective Date shown above. It applies only with respect to Covered Injury [or] [Emergency Sickness] [Sickness] that occurs on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the *Schedule of Benefits* of the Policy for the applicability of this Rider with respect to each class of [Insured Persons] and each Condition of Coverage.

RIDER SCHEDULE

Out Of Country Medical Benefit

[Medical Benefit]

[Full Excess Medical Benefit Other Health Plan Reduction

[10% to 50%]]]

[First Covered Expenses must be incurred within

[30 days to 730 days] after the Covered Accident [or the initial

onset of the [Sickness] [Emergency Sickness]]]

[Period of Short-Term Activity

[One day to 6 months]]

[Benefit Period

[30 to 1,095 days] from the date of the Covered Accident [or the initial onset of the [Sickness][Emergency Sickness]][The earlier of the date the [Insured Person] returns to his or her Home Country [or Country of Permanent Assignment][or 52 weeks from the date of the Covered Injury [or Emergency Sickness][or

Sickness]]

Benefit Amount

[Deductible

[actual expenses incurred up to] [\$500-\$5,000,000] (in \$50 increments) [per [Insured Person]] [per Covered Injury [or]

[Emergency Sickness] [Sickness]]

[up to] [\$0-\$500,000] (in \$25 increments)]
[Benefit Period; policy term; calendar year]]

[Must Be Satisfied Within

[Co-insurance Rate

[up to 100% of the Usual and Customary Charges]

[Pider Aggregate Deductib

[[up to] [\$0-\$500,000] (in \$25 increments)]

[Rider Aggregate Deductible [Must Be Satisfied Within

[each policy term, each calendar year]]

[Maximum Benefit Amount for Pregnancy

[up to] [\$500-\$50,000] (in \$50 increments)]
Condition [up to] [\$500-\$50,000] (in \$50 increments)]

[Maximum Benefit Amount for Pre-existing Condition

[Maximum Benefit Amount for Dental Treatment (Injury Only)

[up to][\$500-\$50,000] (in \$50 increments]

[Out Of Country Medical Guarantee Charge Benefit

Hospital Admission Guarantee Charge Medical Expense Guarantee Charge [Actual expenses incurred up to] [\$1,000-\$50,000] [Actual expenses incurred up to] [\$1,000-\$50,000]]

[Covered Activity

The Company will pay the benefits described in this Rider only while an [Insured Person] is traveling:

- 1. [outside of his or her Home Country or Country of Permanent Assignment]
- 2. [up to the end of the Period of Short Term Activity]
- 3. [On business for the [Policyholder; Subscriber]]
- 4. [In the course of business for the [Policyholder; Subscriber]][and/or]
- 5. [Specified Activity]

[This Coverage will start on the actual start of the Covered Trip. It does not matter whether the Covered Trip starts at the [Insured Person's] home, place of work or other place. It will end on the first of the following dates to occur;

- 1. [The date the [Insured Person] returns to his or her Home Country or Country of Permanent Assignment. [and/or]
- 2. [The date the [Insured Person] makes a Personal Deviation for more than [1-21 days].]]]

DESCRIPTION OF BENEFIT(S)

[This is a Limited Rider. It is not a major medical or comprehensive medical healthcare policy]

[Full Excess Medical Benefit This Rider is designed to supplement your other health insurance]

The Company will pay the Benefits under this Rider:

- 1. after the [Rider Aggregate Deductible has been satisfied and] the [Insured Person] satisfies any Deductible; and
- 2. only when they are in excess of amounts payable by any Other Health Care Plan whether or not claim has been made for benefits it provides.

[The Company will pay benefits excess of any Other Health Care Plan without regard to any Coordination of Benefits provision in such Other Health Care Plan.]

[Any Benefits payable under this Rider under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in Rider Schedule or the amount the Other Health Care Plan would have paid had its services or facilities been utilized if:

- 1. the [Insured Person] has coverage under another Other Health Care Plan; and
- 2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
- 3. the Insured Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Benefits payable under this Rider will not be reduced for emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement.

[Out of Country Medical Benefit

If, while traveling outside his or her country of permanent residence, [during the course of any [Covered Trip] of less that [30,60,90,180,365] days] [or] [outside his or her Country of Permanent Assignment][or Home Country]] [or] [while on Business] [or] [while covered under a Condition of Coverage per the Schedule of Benefits] [or] [While on the Business of the [Policyholder; Subscriber]] [and/or] [while participating in a Covered Activity as shown in the Rider Schedule] an [Insured Person] suffers a Covered Injury [or contracts a Sickness] [or] [Emergency Sickness] that requires treatment by a Physician, the Company will pay the Usual and Customary Charges incurred for Covered Medical Services received

due to that Covered Injury [or] [Sickness] [Emergency Sickness] up to the maximum of any Benefit Amount shown in the Rider Schedule. For benefits to be payable under this Rider the first treatment for the Covered Injury [or] [Sickness] [Emergency Sickness] must be received within the time frame set forth in the Rider Schedule. [No payments will be made for expenses not incurred within the Benefit Period.]]

Covered Medical Service(s) - as used in this Rider, means any of the following services, if the service is Medically Necessary:

- 1. [Hospital semi-private room and board (or, when Medically Necessary, room and board in an intensive care or cardiac care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room); or use of an Ambulatory Medical Center;]
- 2. [Services of a Physician or a registered nurse (R.N.);]
- 3. [Ambulance service to or from a Hospital;]
- 4. [Laboratory tests;]
- 5. [Radiological procedures;]
- 6. [Anesthetics and the administration of anesthetics;]
- 7. [Blood, blood products and artificial blood products, and the transfusion thereof;]
- 8. [Physiotherapy including physical therapy and occupational therapy;]
- 9. [Rental of Durable Medical Equipment;]
- 10. [Artificial limbs, artificial eyes or other prosthetic appliances (not including the replacement of these items);]
- 11. [Casts, splints, trusses, crutches, and braces(not including replacement of these items or dental braces);]
- 12. [Oxygen or rental equipment for administration of oxygen;]
- 13. [Rental of a wheelchair or hospital type bed;]
- 14. [Rental of mechanical equipment for treatment of respiratory paralysis]
- 15. [Medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription;]
- 16. [Dental charges for Injury to sound, natural tooth;]
- 17. [Pregnancy][Emergency medical treatment for Complications of Pregnancy;]
- 18. [Hotel Room charge, when the [Insured Person], otherwise necessarily Hospital Confined, shall under the care of a duly qualified Physician, have to stay in a hotel room owing to the unavailability of a Hospital room by reason of capacity or distance or to any other circumstances beyond the control of the [Insured Person].]

[Out of Country Medical Emergency Guarantee Charge Benefit

If [while traveling on a [Covered Trip] [or] [outside his or her Country of Permanent Assignment][or [Home Country]] [during the course of any [Covered Trip] of less than [30,60,90,180,365] days] [or] [while on Business] [or] [while covered under a Condition of Coverage per the *Schedule of Benefits*] [or] [While on the Business of the [Policyholder; Subscriber]] [and/or] [while participating in a Covered Activity as shown in the Rider Schedule] an [Insured Person] suffers a Medical Emergency for which an Out of Country Medical Benefit is payable under the Rider and such [Insured Person] incurs a Hospital Admission Guarantee Charge and/or a Medical Expense Guarantee Charge, the Company will pay the actual expenses incurred for guarantee of payment to the Hospital or the Physician as shown in the Rider Schedule. The [Insured Person] must notify Us [or our designated administrator] prior to admission to the Hospital or medical facility.

The following conditions apply:

- a) The Company will receive the balance of the Out of Country Medical Emergency Guarantee Charge upon discharge from the facility;
- b) The Company has the right to recover from the [Insured Person] any amount deducted from the Out of Country Medical Emergency Guarantee Charge for expenses not covered under this Rider;
- c) The Company reserves the right to post other forms of collateral in lieu of the Out of Country Medical Emergency Guarantee Charge.

[Any maximum payable under the Out of Country Medical Benefit will be reduced by any amounts paid or payable under this Out of Country Medical Emergency Guarantee Charge Benefit.]]

[Pre-Existing Condition Benefit

The Company will pay the Usual and Customary Charges incurred for Covered Medical Services up to the maximum shown in the Rider Schedule, for the treatment of a Pre-existing Condition.]

DEFINITIONS

Certain words used in this Rider have specific meanings. The words defined below and capitalized within the text of this Rider have the meanings set forth below. If a capitalized term is not set forth below, it may be defined in the Policy to which this Rider is attached. If a term contained in this Rider is defined in both the Policy and this Rider, the definition in this Rider shall govern.

[Benefit Period as used in this Rider means the maximum period that benefits are payable under this Rider.]

[Co-insurance as used in this Rider means the out of pocket expenses to be paid by the [Insured Person]. This percentage is the Co-Insurance Rate shown in the Rider Schedule.]

[Complication(s) of Pregnancy as used in this Rider mean(s) conditions which require Hospital stay before the pregnancy ends and whose diagnoses are distinct from but are caused or affected by pregnancy. These conditions are acute nephritis or nephrosis; or preeclampsia; or eclampsia; puerperal infection; or RH Factor problems; or [severe loss of blood requiring transfusion; or cardia decomposition or [missed abortion]; or [similar condition as severe as these above; non elective cesarean section; or termination of an ectopic pregnancy; and spontaneous termination when live birth is not possible. (This does not include voluntary or elective abortion)]

Delivery by cesarean section is considered a Complication of Pregnancy if the cesarean section is non elective. A cesarean section will be considered non elective if the fetus or the mother is determined to be in distress and is in immediate danger of death, Sickness or injury if the cesarean section is not performed. A cesarean section beyond one performed in any previous pregnancy will also be considered non elective if vaginal delivery is medically inappropriate, or vaginal delivery is attempted but discontinued due to immediate danger of death, Sickness or injury to child or mother.

Not included: (a) false labor, occasional spotting or Physician prescribed rest during the period of pregnancy; (b) morning sickness; [(c) [hyperemesis gravidarum] [and [pre eclampsia]]; and [(d)] similar conditions not medically distinct from a difficult pregnancy.]]

[Country of Permanent Assignment as used in this Rider means a country, other than a [Insured Person's] Home Country, in which the [Policyholder; Subscriber] requires an [Insured Person] to work for a period of time that exceeds [10-310] continuous days.]

[Covered Trip as used in this Rider, means [Policyholder; Subscriber] sponsored travel by air, land or sea from the [Insured Person's] Home Country or Country of Permanent Assignment [and/or] [while participating in a Covered Activity as shown in the Rider Schedule.]]

[Deductible as used in this Rider means the amount that must be paid for Covered Medical Services by the [Insured Person] before benefits will become payable under this Rider. A separate deductible shall apply to each Covered Loss. [The Deductible shall be reduced by the amount of medical expenses paid or payable under another Other Health Care Plan for medical expenses arising out of the Covered Injury [or Emergency Sickness] [or Sickness] that gave rise to the claim under this Rider.] Benefits are not payable for charges applied to the Deductible.]

[Durable Medical Equipment – as used in this Rider refers to equipment of a type that is designed primarily for use, and used primarily by people who are injured (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).]

[Emergency Evacuation as used in this Rider means, if warranted by the severity of the [Insured Person's] Covered Injury [or Sickness] [or Emergency Sickness]:

1. the [Insured Person]'s] immediate transportation from the place where he suffers a Covered Injury [or Sickness] [or Emergency Sickness] to the nearest Hospital or other medical facility where appropriate medical treatment can be obtained;

- 2. the [Insured Person]'s transportation to his or her current place of primary residence to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering an Covered Injury [or Sickness][or Emergency Sickness] and being treated at a local Hospital or other medical facility; or
- 3. both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such transportation.]

[Emergency Sickness as used in this Rider means an illness or disease diagnosed by a Physician which:

- causes a severe or acute symptom that, if not provided with immediate treatment, would reasonably be expected to result in serious deterioration of the [Insured Person's] health or place his life in jeopardy; and
- 2. first manifests itself suddenly and unexpectedly while the [Insured Person] is [covered under this Rider] [participating in a Covered Activity.]]

[Home Country as used in this Rider means a country [from which the [Insured Person] [holds a passport] [or] [where the [Insured Person] has primary residency.] If the [Insured Person] holds passports from more than one Country, his or her Home Country will be the country that he has declared to Us in writing as his Home Country.]

[Hospital - as used in this Rider, means a facility that:

- 1. is operated according to law for the care and treatment of injured people;
- 2. has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- 3. has 24 hour nursing service; and
- 4. is supervised by one or more Physicians.

A Hospital does not include:

- 1. a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
- 2. a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or
- 3. [any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.]

[Hospital Admission Guarantee Charge as used in this Rider means any charge or expense made by a Hospital prior to and as a condition of the [Insured Person's] admission to the Hospital.]

[Hospital Confined as used in this Rider means a stay of [24-98] or more consecutive hours as a registered resident bed-patient in a Hospital.]

[Loss Adjustment Expenses as used in this Rider shall mean reasonable expenses that could be attributable solely to investigating or providing cost containment services to a particular claim. Loss Adjustment Expenses do not include salaries, overhead or any other expenses normally associated with providing claim administrative services nor any expense that is associated with more than one claim.

[Medical Emergency as used in this Rider means a condition caused by a Covered Injury [or] [Sickness] [Emergency Sickness] which meets all if the following criteria:

- 1. a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the [Insured Person's] condition or place his life in jeopardy:
- 2. the severe or acute symptom occurs suddenly and unexpectedly; and
- 3. the severe or acute symptom occurs [while the Rider is in effect][during a Covered Activity].]

[Medical Expense Guarantee Charge as used in this Rider means any charge or expense made by a medical provider other than a Hospital prior to and as a condition of an [Insured Person's] being provided with the medical service or treatment by that provider.]

[Medically Necessary - as used in this Rider refers to a Covered Medical Service that:

1. is essential for diagnosis, treatment or care of the Covered Injury [or] [Sickness][Emergency Sickness] for which it is prescribed or performed;

- 2. meets generally accepted standards of medical practice; and
- 3. is ordered by a Physician and performed under his care, supervision or order.]

[Other Health Care Plan as used in this Rider means any arrangement, whether individually purchased or incident to employment or membership in an association or other group, which provides benefits or services for healthcare, dental care disability benefits or repatriations of remains. An Other Health Care Plan includes group, blanket, franchise, family or individual:

- 1. insurance policies;
- subscriber contracts:
- 3. uninsured agreements or arrangements;
- 4. coverage provided through Health Maintenance Organizations, Preferred Providers Organizations and other prepayment, group practices and individual practice plans;
- 5. medical benefits provided under automobile "fault" and "no-fault" type contracts;
- 6. medical benefits provided by any governmental plan or coverage or other benefit law, except:
 - a. a state sponsored Medicaid plan; or
 - b. a plan or law providing benefits only in excess of any private or nongovernmental plan.]

[Period of Short-Term Activity As used in this Rider means a Covered Activity that does not recur, that is shown in the Rider Schedule,[and: is sponsored, organized, scheduled or otherwise provided by [the Policyholder; Subscriber].]

[Personal Deviation as used in this Rider means non-business travel or activities undertaken [while on a Covered Trip] [While on the Business of the [Policyholder; Subscriber]] [and/or] [while participating in a Covered Activity as shown in the Rider Schedule] [but unrelated to furthering the business of the [Policyholder; Subscriber]] [which:

- 1. is neither reasonably related to nor incidental to the purpose of travel for which coverage is provided by this Policy; and
- 2. [the Insured Person] performs before, during or after covered travel.]

[A Personal Deviation does not include extension of a business trip authorized in advance by [the Policyholder; Subscriber] as necessary to reduce transportation costs.]]

[An activity that is not reasonably related to the business travel.]]

[Pre-existing Condition as used in this Rider means a condition for which the [Insured Person] receives any diagnosis, treatment or had taken any prescription medicines during the [6,12,24] months immediately preceding the effective date of the [Insured Person's] coverage under the Policy or Rider whichever is later. This does not apply when the [Insured Person] is taking prescription medications for a condition which is and remains under control without any change in the required prescription for this time period.]

[Physician as used in this Rider means a licensed health care provider practicing within the scope of his license and rendering care and treatment to the [Insured Person] that is appropriate for the condition and locality, and who is not:

- 1. the [Insured Person]:
- 2. an Immediate Family Member of either the [Insured Person] or [the Insured Person's] Spouse;
- a person living in the [Insured Person's] household;
- 4. a person employed or retained by [the Policyholder; Subscriber]; or
- a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.]]]

[Rider Aggregate Deductible as used in this Rider means the total amount of Covered Expenses [and Loss Adjustment Expenses] that the [Policyholder; Subscriber] must pay before benefits will become payable under this Rider. The Rider Aggregate Deductible applies to all Covered Losses for all [Insured Persons]. Any Covered Expenses that are paid by the [Policyholder; Subscriber] for a Covered Loss shall reduce the Total Maximum for Accident Medical Expense Benefits as shown in the *Schedule of Benefits* for that Covered Loss.]

[Sickness as used in this Rider means disease or illness, including related conditions and recurrent symptoms, which begins after the effective date of a [Insured Person's] coverage and [while coverage is in force under this Rider][during a Covered Activity]. [Sickness also includes [pregnancy] [and Complications of Pregnancy].]

[Usual and Customary Charge(s) - as used in this Rider means a charge that:

- 1. is made for a Covered Medical Service;
- 2. does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a Hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit or a cardiac care unit, does not exceed the Hospital's most common charge for semi-private room and board); and
- 3. does not include charges that would not have been made if no insurance existed.]

RIDER EXCLUSIONS

Out of Country Medical Benefits are not payable for, and Usual and Customary Charges for Covered Medical Services do not include, any expense for or resulting from:

- 1. [Intentionally self-inflicted injury, suicide [including auto-eroticism] or any attempt while sane or insane];
- 2. [Commission or attempt to commit a felony or an assault]:
- 3. [Commission of or active participation in a riot or insurrection];
- 4. [Declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy;]
- 5. [Release, whether or not accidental, by any person, unlawfully or intentionally, of nuclear energy or radiation, including sickness or disease resulting from such release;]
- 6. [A Covered Injury [or Sickness] [or Emergency Sickness] that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, the Company will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;]
- 7. [Injury sustained while participating in professional athletics;]
- 8. [routine physical and care of any kind;]
- 9. [routine dental care and treatment;]
- 10. [Cosmetic or plastic surgery, except as the result of a Covered Injury;]
- 11. [Routine nursery or routine child care;]
- 12. [Any mental or nervous disorders or rest cures;]
- 13. [eye refractions or eye examinations for the purpose of prescribing corrective lenses or for the fitting thereof; eyeglasses ,contact lenses, and/or hearing aids;]
- 14. [Services, supplies, or treatment including any period of Hospital Confinement which is not recommended, approved, and certified as Medically Necessary and reasonable by a Physician, or expenses which are non-medical in nature;]
- 15. [In connection with alcoholism and drug addiction, or use of any drug or narcotic agent;]
- 16. [the commission of a felony offense;]
- 17. [specific named hazards: [motorcycle driving, scuba diving, skiing, mountain climbing, sky diving, professional or amateur racing, and piloting any aircraft;]]
- 18. [Expenses incurred during holiday travel, or travel for the purposes of seeking medical care or treatment, or for any other travel that is not in the course of the [Policyholder; Subscriber's] business (unless Personal Deviations are specifically covered);]
- 19. [Charges for Covered Medical Expenses for which the [Insured Person] would not be responsible for in the absence of this Rider;]
- 20. [Any expense paid or payable by any Other Health Care Plan;]
- 21. [Injury [or Emergency Sickness][or Sickness] for which benefits are payable under any worker's compensation or occupational disease law or act, or similar legislation, whether Unites Stated federal or foreign law.]

In addition, benefits will not be paid for services or treatment rendered by any person who is:

- 1. employed or retained by [the Policyholder, Subscriber];
- 2. living in [the Insured Person's] household;
- 3. an Immediate Family Member [including Eligible Domestic Partner] of either [the Insured Person] or [the Insured Person's] Spouse;
- 4. [the Insured Person]].

[If we determine the benefits paid under this Rider are eligible benefits under any Other Health Care Plan, We may seek to recover any expenses covered by the Other Health Care Plan to the extent that the [Insured person] is eligible for reimbursement.]

[This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit US companies from proving insurance, including but not limited to, the payment of claims. All other terms and conditions of the Policy and this Rider remain unchanged.]

[NON DUPLICATION OF PAYMENT

This Rider provides benefits in accordance with all of its provisions only to the extent that benefits are not provided by any Other Health Care Plan. If the [Insured Person] is covered by an Other Health Care Plan, all benefits payable by such insurance will be determined before benefits will be paid by this Rider. If the [Insured Person] is insured under group or blanket insurance that is also excess to other coverage, this Rider pays a maximum of [50%] of the benefits otherwise payable. To the extent that The Company pays a benefit that is payable by an Other Health Care Plan, the [Insured Person] shall assist Us in recovering this amount from such Other Health Care Plan.

In no situations shall benefits paid by this Rider exceed: (1) the Benefit Period; and (2) [100%] of the compensable expenses incurred when combined with benefits paid by any Other Health Care Plan.]

[COORDINATION OF BENEFITS

The Coordination of Benefits (COB) provision applies when an [Insured Person] has health care coverage under more than one Plan. Plan is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense.

DEFINITIONS

- A. A **Plan** is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.
- (1) Plan includes: group and nongroup insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
- (2) Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

B. **This Plan** means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

C. The **Order of Benefit Determination Rules** determine whether This Plan is a Primary Plan or Secondary Plan when the [Insured Person] has health care coverage under more than one Plan.

When This Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When This Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable Expense.

D. **Allowable Expense** is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the [Insured Person]. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the [Insured Person] is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging an [Insured Person] is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

- (1) The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable Expense, unless one of the Plans provides coverage for private hospital room expenses.
- (2) If an [Insured Person] is covered by 2 or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
- (3) If an [Insured Person] is covered by 2 or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
- (4) If an [Insured Person] is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.
- (5) The amount of any benefit reduction by the Primary Plan because an [Insured Person] has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.
- E. **Closed Panel Plan** is a Plan that provides health care benefits to [Insured Persons] primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.
- F. **Custodial Parent** is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

ORDER OF BENEFIT DETERMINATION RULES

When an [Insured Person] is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

- A. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other Plan.
- B.(1) Except as provided in Paragraph (2), a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying plan is primary.

- (2) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.
- C. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
- D. Each Plan determines its order of benefits using the first of the following rules that apply:
- (1) Non-Dependent or Dependent. The Plan that covers the [Insured Person] other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary plan and the Plan that covers the [Insured Person] as a dependent is the Secondary plan. However, if the [Insured Person] is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the [Insured Person] as a dependent; and primary to the Plan covering the [Insured Person] as other than a dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan covering the [Insured Person] as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.
- (2) Dependent Child Covered Under More Than One Plan. Unless there is a court decree stating otherwise, when a Dependent Child is covered by more than one Plan the order of benefits is determined as follows:
- (a) For a Dependent Child whose parents are married or are living together, whether or not they have ever been married:

The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or

If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

- (b) For a Dependent Child whose parents are divorced or separated or not living together, whether or not they have ever been married:
- (i) If a court decree states that one of the parents is responsible for the Dependent Child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;
- (ii) If a court decree states that both parents are responsible for the Dependent Child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;
- (iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the Dependent Child, the provisions of Subparagraph (a) above shall determine the order of benefits; or
- (iv) If there is no court decree allocating responsibility for the Dependent Child's health care expenses or health care coverage, the order of benefits for the child are as follows:

The Plan covering the Custodial Parent;

The Plan covering the Spouse of the Custodial Parent;

The Plan covering the non-Custodial Parent; and then

The Plan covering the Spouse of the non-Custodial Parent.

(c) For a Dependent Child covered under more than one Plan of individuals who are the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.

- (3) Active Employee or Retired or Laid-off Employee. The Plan that covers a [Insured Person] as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same [Insured Person] as a retired or laid-off employee is the Secondary Plan. The same would hold true if a [Insured Person] is a dependent of an active employee and that same [Insured Person] is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.
- (4) COBRA or State Continuation Coverage. If an [Insured Person] whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the [Insured Person] as an employee, member, subscriber or retiree or covering the [Insured Person] as a dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.
- (5) Longer or Shorter Length of Coverage. The Plan that covered the [Insured Person] as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered the [Insured Person] the shorter period of time is the Secondary Plan.
- (6) If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan.

EFFECT ON THE BENEFITS OF THIS PLAN

A. When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

B. If an [Insured Person] is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. The Company may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must provide any facts needed to apply these rules and determine benefits payable.

FACILITY OF PAYMENT

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, The Company may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

RIGHT OF RECOVERY

If the amount of the payments made under this Rider is more than should have been paid under this COB provision, The Company may recover the excess from one or more of the persons paid or for whom benefits have been paid; or from any other person or organization that may be responsible for the benefits or services provided for the [Insured Person]. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.]

The President and Secretary witness this Rider:

Secretary

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Huggy N. Apunga President Underwritten by: AXIS INSURANCE COMPANY [303 West Madison, Suite 500 Chicago, Illinois 60606]2 (A Stock Company)

Administrative Office:
[1 University Square Drive, Suite 200 Princeton, NJ 0854012

Policyholder: [ABC Incorporated]
Policy Number: [XXXXXX]

Effective Date [of this Rider]: [January 1, 2010] [Insured: [John R. Smith]]3

This Rider is attached to and made part of the Policy as of the Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy except as specifically modified herein.

The following definitions are added to the definitions section of the Policy:

[Benefit Period means a period, shown in the Schedule of Benefits and commencing with the date of [the first Covered Expense Incurred for treatment of an Injury sustained in an Accident, [or first treatment of a Sickness] during which benefits are payable.]

[**Deductible** means the amount of Covered Expenses that must be paid by the [Insured Person] before benefits will become payable under this Policy. A separate deductible shall apply to each Covered Loss. [The Deductible shall be reduced by the amount of medical expenses paid or payable under an Other Health Care Plan for medical expenses arising out of the Covered Loss that gave rise to the claim under this Policy.]]

The following definitions are added to the definitions section of the Accident Medical [and Emergency Sickness] Benefit in the Policy:

[Loss Adjustment Expenses shall mean reasonable expenses that could be attributable solely to investigating or providing cost containment services to a particular claim. Loss Adjustment Expenses does not include salaries, overhead or any other expenses normally associated with providing claim administrative services nor does it include any expense that is associated with more than one claim.]

[Other Health Care Plan or Other Health Plan means any arrangement, whether individually purchased or incident to employment or membership in an association or other group, which provides benefits or services for healthcare, dental care disability benefits or repatriations of remains. An Other Health Care Plan includes group, blanket, franchise, family or individual:

- 1. insurance policies;
- 2. subscriber contracts;
- 3. uninsured agreements or arrangements;
- 4. coverage provided through Health Maintenance Organizations, Preferred Providers Organizations and other prepayment, group practices and individual practice plans;
- 5. medical benefits provided under automobile "fault" and "no-fault" type contracts;
- 6. medical benefits provided by any governmental plan or coverage or other benefit law, except:
 - a. a state sponsored Medicaid plan; or
 - b. a plan or law providing benefits only in excess of any private or nongovernmental plan.]

[Policy Aggregate Deductible means the total amount of Covered Expenses [and Loss Adjustment Expenses] that the Policyholder must pay before benefits will become payable under this Policy. The Policy Aggregate Deductible applies to all Covered Losses for all [Insured Persons]. Any Covered Expenses that are paid by the Policyholder for a Covered Loss shall reduce the Total Maximum for Accident Medical Expense Benefits payable under this Policy as shown in the Schedule of Benefits that Covered Loss.]

The following definition is added to the definitions section of the Accident Medical [and Emergency Sickness] Benefit and Heart and Circulatory Malfunction Benefit in the Policy:

[Heart and Circulatory means disease or illness of the heart or circulatory system which; (a) is first diagnosed and treated while the Insured Person's Coverage under the policy is in force and occurs in a scheduled game or supervised practice, within 24 hours after the participation; and (b) the insured Person has not before such participation been medically advised of or received any medical treatment for such heart malfunction.]

The following Limitation is added to the Accident Medical [and Emergency Sickness] Benefit in the Policy:

[Multiple Coverages

[The Insured Person] is not eligible for blanket accident insurance under more than one policy issued by Us. If premium is being paid under more than one such policy, insurance will be in effect under the policy providing the greatest benefit, and premium paid under any other policies will be refunded.]

Hugy N. Apunga

The President and Secretary witness this Rider:

Secretary President

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Old Miles

Company Tracking Number: AXIS-AH-BAPROOC-AR-11-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket Accident Policy Riders - Out of Country Benefit Rider

Project Name/Number: AXIS-AH-BAPROOC-AR-11-01-F/AXIS-AH-BAPROOC-AR-11-01-F

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved-Closed 05/05/2011

Comments: Attachment:

Certificate of Readability.pdf

Item Status: Status

Date:

Satisfied - Item: Application Approved-Closed 05/05/2011

Comments:

Application BACC-003-0909 was approved under State Tracking Number 43831 on 11/04/2009.

Item Status: Status

Date:

Bypassed - Item: PPACA Uniform Compliance Approved-Closed 05/05/2011

Summary

Bypass Reason: Not PPACA related.

Comments:

Item Status: Status

Date:

Satisfied - Item: Statement of Variability, Letter of Approved-Closed 05/05/2011

Authority

Comments:

Attachments:

Blanket Statement of Variability-BACC-008-0909 OOC Med Rider 2.pdf

LOA.pdf

CERTIFICATE OF READABILITY

FORM NAME	FORM NUMBER	FLESCH SCORE
OUT OF COUNTRY MEDICAL EXPENSE BENEFIT RIDER	BACC-008-0909	57
ACCIDENT MEDICAL BENEFIT DEFINITION RIDER	BACC-012-0909	62

The text was Flesch scored by computer.

I certify that to the best of my knowledge and belief, the above referenced forms meet or exceed the readability, legibility, and format requirements of any applicable laws and regulations.

Megan K. Morehead Assistant Vice President

AXIS Global Accident & Health

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AXIS Insurance Company STATEMENT OF VARIABLE LANGUAGE for the following RIDER:

BACC-008-0909 Out of Country Medical Benefit Rider

Language that is bracketed in the form is intended to be variable. Below is an explanation of those variables.

FORM	Variable	Description of Variable
General Variable Items		Any bracketed material is being filed as variable. Please note variable information will never be less favorable to an insured than the minimum statutory and regulatory requirements of the state where the policy is issued. Any numeric variables will vary to ranges shown and will comply with minimum statutory/regulatory requirements.
		Brackets around numbers or alphas in listing, and punctuation/words such as "and/or" in a listing, will be included or deleted as needed in order to make the statement or provision read correctly.
		Reference to Insured Person may vary to reflect group type. E.g., when underlying Policyholder is an Employer, the term may be change to "Employee." When underlying Policyholder is a School, the term may be changed to "Student."
		Reference to Spouse may also include a Same Sex Spouse where same sex marriage is recognized or Domestic Partner where said coverage is allowed by state law. Reference to Domestic Partner may vary to reflect the proper designation allowed by state law, e.g., Partner to a Civil Union.
		The format may vary according to plan design or policyholder preference; however the relative prominence of provisions will not change. Subject to state readability laws, the print size, style, page size and layout may be modified to reflect various formats including 8.5 x 11 pages, booklets or brochure styles.
	1	Logo
	2	Company address may change
	3	 Policyholder – John Doe information Policy Number - John Doe information
		Policy Effective Date - John Doe information; Effective Date may be date Policy Effective Date, or if Rider is issued after Policy Effective Date, Rider will take effect on Rider Effective Date
		Insured – John Doe information; name of individual Insured may or may not be included on Rider
	4	Secretary – current Company Secretary appears; name may be revised should corporate officer be removed/replaced
	5	President – current Company President appears; name may be revised should corporate officer be removed/replaced
	1	
BACC-008-0909 Rider Schedule		OUT OF COUNTRY MEDICAL EXPENSE RIDER Benefit amounts and time periods will vary to range shown.
		This Rider may provide coverage as follows: Accident Only Accident and Emergency Sickness
		Accident and Sickness Sickness Only

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	 Benefit may be paid as a Medical Benefit or a Full Excess Medical Benefit according to the plan design. Other Health Plan Reduction may be included or omitted according to plan design. Time period within which expense must be incurred may be included or omitted according to plan design. Period of Short-Term Activity will be included or omitted according to plan design. Benefit Period will be included or omitted according to plan design. It may be a number of days from the triggering event (Accident, Emergency Sickness or Sickness), or it may relate to a trip or be a longer period from the triggering event. Deductible, and the period within which it must be satisfied, may be included or omitted according to plan design. Co-insurance Rate may be included or omitted according to plan design. A Rider Aggregate Deductible, and the period within which it must be satisfied, may be included or omitted according to plan design. Maximum Benefit for Pregnancy may be included or omitted according to plan design. Maximum Benefit for Pre-Existing Condition may be included or omitted according to plan design. Maximum Benefit for Dental Treatment from injury only may be included or omitted according to plan design. Out of Country Medical Emergency Guarantee Charge Benefit may be included or omitted according to plan design. Depending on plan design and Policyholder, Benefits may be paid while the Insured Person is traveling: On a trip of a certain duration On a trip of a certain duration On Business During the period of a Short Term Activity listed in the Schedule of Benefits of the underlying Policy While on Business of the Policyholder During a Specified Activity listed in the Schedule of Benefits. Coverage during a Personal Deviation may be included or omitted according to plan design.
Description of Benefit	
Description of Beliefit	This Rider may provide the Out of Country Medical Benefit or Out of Country Medical Emergency Guarantee Charge Expense Benefit according to plan design. The Covered Medical Services may be included or omitted according to plan design. Benefit for Pre-Existing Condition may be included or omitted according to plan design. In the definitions section, definitions shown as variable may be included or omitted when necessary under plan design. E.g., when coverage is

provided for a Period of Short-Term Activity, definition of Short Term Activity will be included.
Exclusions listed may be included or omitted according to plan design. Non-Duplication of Payment provision may be included or omitted according to plan design.
A Coordination of Benefits provision may be included or omitted according to the plan design.



November 12, 2010

Re:

AXIS Insurance Company

NAIC Company Number: 37273

Blanket Accident Riders - Filing Submission

To Whom It May Concern:

Perr&Knight is hereby authorized to submit rate, rule, and form filings on behalf of AXIS Insurance Company. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight at the following address:

State Filings Department Perr&Knight 881 Alma Real Drive, Suite 205 Pacific Palisades, CA 90272 Phone: (310) 230-9339

Fax: (310) 230-9339

Please contact me if you have any questions regarding this authorization.

Sincerely,

Megan K. Morehead

Assistant Vice President -Compliance

AXIS Global Accident & Health

Phone: 609-375-9117

Megan.Morehead@axiscapital.com

